



CITY MANAGER'S OFFICE
CITY OF NEWARK

220 South Main Street · Newark, Delaware 19711
302.366.7000 · Fax 302.366.7035 · www.newarkde.gov

Vendor

Bid Security

CITY OF NEWARK

Delaware

CONTRACT NO. 21-03

WATER VALVE OPERATION, IMPROVEMENT, AND INFORMATION MANAGEMENT PROGRAM

Return intact with properly
completed forms or bid may be rejected.

CITY OF NEWARK
Delaware

CONTRACT NO. 21-03

WATER VALVE OPERATION, IMPROVEMENT, AND INFORMATION MANAGEMENT PROGRAM

NOTICE

The City of Newark will accept sealed proposals for Contract 21-03 (WATER VALVE OPERATION, IMPROVEMENT, AND INFORMATION MANAGEMENT PROGRAM) until 2:00 p.m., Tuesday, May 4, 2021. Sealed proposals shall be sent to the Purchasing Division (220 South Main Street; Newark, Delaware 19711).

In addition to the physical copies of the Proposal documents, submitting vendors shall also provide a digital copy of all submissions in PDF format. The PDF versions of the documents shall be submitted on a portable drive along with the sealed proposal or through a drop file or attachment via email to contracts@newark.de.us. See contract document for more submittal requirements.

Attendance is **OPTIONAL** at a pre-bid Meeting on Tuesday April 13, 2020 at 10:00 AM. The meeting will be held virtually via the GoToMeeting platform. See link in contract document.

All questions/requests for information regarding this contract must be submitted via email to contracts@newark.de.us by 5:00 p.m. on Friday, April 23, 2021 to allow staff sufficient time to develop answers to questions deemed appropriate. Please submit all questions/requests for information in bulk (e.g., in a Word document attachment to an email) to limit the total number of emails received.

Copies of this request may be obtained on the City's website at www.newarkde.gov/bids.

CITY OF NEWARK
Delaware

CONTRACT NO. 21-03

WATER VALVE OPERATION, IMPROVEMENT, AND INFORMATION MANAGEMENT PROGRAM

GENERAL PROVISIONS

1. BIDS

Each bid shall be submitted on the proposal form included herein. The proposal and all other required documents must be submitted in a sealed envelope clearly identified with the bidder's name and marked "City of Newark – Contract No. 21-03, WATER VALVE OPERATION, IMPROVEMENT AND INFORMATION MANAGEMENT PROGRAM". **Bid Documents must be received in the Purchasing Office prior to 2:00 p.m. prevailing time, Tuesday, May 4, 2021.** Each bid so submitted shall constitute an irrevocable offer for a period of sixty (60) calendar days following the bid opening date.

Attendance is **OPTIONAL** at a pre-bid Meeting on Tuesday April 13, 2020 at 10:00 AM. The meeting will be held virtually via the GoToMeeting platform at the following link:

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/442057749>

You can also dial in using your phone.

United States: [+1 \(571\) 317-3122](tel:+15713173122)

Access Code: 442-057-749

New to GoToMeeting? Get the app now and be ready when your first meeting starts:

<https://global.gotomeeting.com/install/442057749>

For information, call (302) 366-7000 or email at contracts@newark.de.us. Minutes from this meeting will be distributed as an addendum.

2. DEFINITIONS

- A. *Agreement:* The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
- B. *Contract Documents:* Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor submittals, and the reports and

drawings of subsurface and physical conditions are not Contract Documents.

- C. *Contractor*: The individual or entity with whom the Owner has entered into the Agreement.
- D. *Owner*: The individual or entity with whom Contractor has entered into the Agreement and for whom the Work is to be performed. The Owner for this project is the City of Newark.
- E. *Shop Drawings*: All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.
- F. *Site*: Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
- G. *Subcontractor* – An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.
- H. *Work*: The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, as required by the Contract Documents.

3. **BID SECURITY**

Each bid must be accompanied by a certified check, or cashier's check, or bid bond in the amount of ten percent (10%) of the proposed bid price, payable to the City of Newark. Failure to provide the required bid security may be grounds for rejection of the bid.

If the successful bidder fails or refuses to execute and deliver the contract within fourteen (14) calendar days after receiving notice of the award of the contract, the successful bidder shall forfeit to the City for such failure or refusal the security deposited with the bid. Any certified check or cashier's check submitted as security shall be returned to all unsuccessful bidders sixty (60) calendar days after the bid opening date. The successful bidder shall provide the City with a Contract Surety Bond in the full amount of the contract guaranteeing faithful performance of the contract. Such bond shall be provided to the City

with the executed contract within twenty (20) calendar days after receiving notice of award of the contract. Upon receipt of the contract surety bond, the City will return any certified check or cashier's check submitted as bid security by the successful bidder.

4. TAXES

The price(s) quoted shall not include federal or state taxes. If applicable, the successful bidder shall provide the City with three (3) copies of the required tax exemption forms to accompany the bidder's invoice.

5. AWARDS

The City Manager or designee shall review each of the bids submitted and make a recommendation to the City Council on the disposition of the bids. The City Council reserves the right to accept or reject any or all bids or parts of bids as they may determine and to waive any irregularities or defects where the best interest of the City would be served.

6. BID PRICE

The bid price shall include all transportation, delivery, installation and all charges for the goods and services specified for the WATER VALVE OPERATION, IMPROVEMENT, AND INFORMATION MANAGEMENT PROGRAM. The work done under this contract will be funded by the City of Newark. The State of Delaware prevailing wage schedule will therefore not be applicable to this contract.

7. TIME OF COMPLETION AND LIQUIDATED DAMAGES

The water valve evaluation, improvement, and information management program is expected to commence upon the issuance of a Notice to Proceed. The work for the specific contract year is to be completed in 120 days. Liquidated damages of seven hundred fifty dollars (\$750.00) per day may be assessed to the Contractor by the City for each day the contract is extended beyond the completion date. Liquidated damages are not to be construed as a penalty in any sense.

8. INTENT OF SPECIFICATIONS

It shall be the Contractor's responsibility to furnish the goods and services specifically indicated in the scope of work and specifications and such other as may be required to

meet the intent of the specifications, drawings, or as may be necessary to provide the operation intended by the City.

9. EXCEPTIONS/DESCRIPTIVE INFORMATION

Any and all exceptions which are taken to the drawings and specifications must be noted in the space provided on the proposal. Any exception to the specifications may be grounds for rejection of the bid.

10. EQUALS

Where a specific product is specified by catalog or model number, the acceptability of any other "or equal" product shall be subject to the sole judgment of the City of Newark.

11. WARRANTIES AND STANDARDS

All goods are to be new and unused in all component parts, including all accessories. The specifications will be construed as the minimum required. When the manufacturer's standard exceeds the specifications, the standard units shall be furnished. All materials shall be free of defects. All standard manufacturer's warranties and guarantees shall apply to equipment and goods supplied under this contract.

The Contractor guarantees all the work and materials for a period of one year after the date of completion and final acceptance by the City.

12. WORKMANSHIP

Workmanship will conform to the best current manufacturing practice followed for goods of this type. Component parts and units will be manufactured to definite standard dimensions with proper fit and clearances.

13. FINAL INSPECTION

All delivered goods and services will be subject to inspection by the City of Newark, Delaware. If in any way an item fails to meet the terms of the contract, it may be rejected or liquidated damage charges made. The decision of the City will be final and any rejected items or materials will have to be replaced at the expense of the vendor.

14. ADVERTISEMENTS

Any bidder submitting a bid will not use the name of the City in any advertisement without first obtaining the written consent of the City Manager.

15. EEO AND BUSINESS LICENSES

The bidder shall possess all required business or other licenses and also shall be a fair and equal opportunity employer.

16. NONCOLLUSION

The bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with the contract.

17. ADDENDA AND QUESTIONS

Any changes to the contract documents shall be made by written addenda which may be issued with extensions to the bid submittal date if necessary to allow adequate time for response. Bidders shall bear the entire responsibility for being sure they have received all such addenda. All addenda will be posted on the City website at www.newarkde.gov/bids. After the bids have been received, no claim that the bidder did not have complete information will be considered. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of this contract, shall affect or modify any of the terms or conditions outlined herein.

All questions/requests for information regarding this contract (bid process, drawings and technical specifications, etc.) must be submitted via email to contracts@newark.de.us by 5:00 p.m. on Friday, April 23, 2021 to allow staff sufficient time to develop answers to questions deemed appropriate. Please submit all questions/requests for information in bulk (e.g., in a Word document attachment to an email) to limit the total number of emails received.

18. PAYMENT

No invoice will be processed for payment until the goods and/or services have been delivered and verification is made that the specifications under this contract have been met. Progress payments, when requested, will be evaluated and approved for payment based on work completed to date according to the approved schedule of values. Upon

written request from the Contractor, payment for material stored on site may be made at 50% of the material's invoice price. Full payment will be made after the material is installed. Payment will be made within thirty (30) days of final acceptance by the City.

19. LIABILITY INSURANCE

- A. Except as otherwise provided by law, the Contractor shall at all times maintain and keep in force such insurance as will protect him from claims under Worker's Compensation Acts, and also such insurance as will protect him and the owner from any such claims for damages for personal injuries, including death, which may arise from operations under this contract, whether such operations be by the Contractor or by any Subcontractor or anyone directly or indirectly employed by any of them.
- B. The Contractor shall be required to provide Workers' Compensation (WC)/Employer's Liability (EL) coverage with limits of insurance not less than:

\$1,000,000 Per Accident
\$1,000,000 Per Illness, Employee
\$1,000,000 Per Illness, Aggregate

The Contractor shall be required to provide Contractors Professional Liability coverage with limits of insurance not less than:

\$1,000,000 Per Claim
\$1,000,000 Per Aggregate

The Contractor shall be required to provide Umbrella/Excess Liability coverage with limits of insurance not less than:

\$3,000,000 Each Occurrence
\$3,000,000 Aggregate

The Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance not less than:

\$1,000,000 Each Occurrence Limit
\$1,000,000 Personal & Advertising Injury Limit
\$2,000,000 Annual Aggregate Limit
\$2,000,000 Products-Completed Operations Limit
\$1,000,000 Business Auto Liability Limit (Owned, Hired, & Non-Owned Autos)

The Contractor, The City of Newark (Owner) and all other parties required of the Contractor shall be included as insured on the CGL, using Additional Insured Endorsements providing coverage as broad as the coverage provided for the named insured Subcontractor.

Subcontractors approved in association with the hiring of a Contractor shall be required to provide Commercial General Liability (CGL) coverage with limits of insurance in equal amount to those required of the Contractor.

All Contractors shall provide Contractors Pollution Liability with limits not less than:

Each Claim or Occurrence	\$1,000,000
Annual Aggregate	\$1,000,000

The Contractors Pollution Liability policy shall include coverage for Emergency Response Costs, Contingent Transportation, Non-Owned Disposal Sites, and Natural Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for two (2) years following completion of the insured's services. In the alternative, the Contractors Pollution Liability policy shall be renewed for not less than two years following completion. The policy retroactive date shall be no later than the effective date of the Agreement.

- C. A copy of the Certificate of Insurance must accompany each bid. The Prime Contractor's attention should be directed to other sections of the contract documents in the event additional insurance is required based on the scope of work.

20. ITEMS TO BE EXECUTED AND SUBMITTED WITH BID

Bidders are notified that the proposal and the bid security must be executed and completed in full and submitted with the bid at the time of bidding, or bid may be subject to rejection.

21. ITEMS TO BE SUBMITTED WITH SIGNED CONTRACT

- A. Schedule of Values
- B. Construction Schedule
- C. Construction Bond
- D. Insurance Documentation

22. RETAINAGE

The City will retain 5% of the progress payments until such time as the project is complete and accepted by the City.

23. INDEMNIFICATION

The contractor shall solely be responsible and liable for the accuracy and completeness of all work performed and shall agree to indemnify, defend and hold harmless the City of Newark, its officers, agents and employees, from and against any and all claims, actions, suits and proceedings arising out of, based upon or caused by negligent acts, omissions or errors of or the infringement of any copyright of patent, by the contractor, its officers, agents, employees or subcontractors, in the performance of the contracted agreement.

24. TERMINATION OF AGREEMENT

This agreement may be terminated by the City upon thirty (30) days written notice if the contractor fails to perform satisfactorily in accordance with the terms and conditions of the contract. In the event this agreement is terminated, the contractor shall be paid for services satisfactorily rendered up to the termination date.

25. OWNERSHIP OF MATERIAL

All documents prepared and submitted pursuant to this RFP or contract shall be property of the City upon submittal and will be subject to staff and public review and discussion in association with our public bidding and formal proposal process. Any information or documents deemed proprietary shall be so marked at time of submittal and limited to detail where the disclosure of contents could be prejudicial to competing offerors during the process of negotiation, and any commercial or financial information of a privileged or confidential nature.

26. REGULATIONS AND EXCEPTIONS

The application of lead paint as defined in Title 16, Chapter 30M of State Code and Chapter 7 of City Code as part of this contract is prohibited. The contractor will be subject to fines as outlined in State and City Code if it is determined that lead paint was applied in violation of State and City code.

Safety Data Sheet information for all paints applied to internal or external structures shall be provided to the City for review and approval prior to application. The contractor will be

required to remove and remediate any lead paint to the satisfaction of the City, at no cost to the City. Prior to commencing removal and remediation efforts, the contractor shall provide a written remedial action plan which includes health safety protection requirements for both employees and the public for review and approval by the City and/or DNREC/DHSS. Any and all sample results that are generated as a result of improper application of lead paint shall be provided to the City within 5 working days of being received by the contractor. The contractor will also be required to replace all paint removed with non-lead paint to the satisfaction of the City, and at no cost to the City.

Failure to adequately remove, remediate, and replace lead paint applied in violation of State and City Code as outlined herein will be considered a breach of contract.

CITY OF NEWARK
Delaware

CONTRACT NO. 21-03

WATER VALVE OPERATION, IMPROVEMENT, AND INFORMATION MANAGEMENT PROGRAM

SCOPE OF WORK

1. OVERALL SUMMARY

The City of Newark ("City") currently provides drinking water services to approximately 40,000 residential and commercial customers. As part of its ongoing asset management program, the City will be accepting sealed bids for the maintenance, repair, and data collection of system valves within its water distribution system. The objectives of this program will be the extension of asset life expectancy; reduction of long term operations and maintenance costs through programmed maintenance efforts; assessment of distribution asset conditions; and the development of a geospatial information management repository for utilization by the City in evaluating asset repair/replacement decisions, and integration of the collected information into the City's existing Geographic Information System ("GIS").

The City desires to initiate this professional services agreement for an asset management program which serves the following primary purposes:

1. Evaluate and improve the operability of system valves in the water distribution system through hands-on field activities.
2. Document and integrate the collected information on valves into the City's GIS and provide data processing services as required to provide a fully functional system to collect, maintain and analyze water component data.
3. Generate work orders to identify those assets that require repair or replacement.

This agreement is for a 3-year valve program addressing approximately one thousand (1,000) valves each year. Exact composition and amount of annual work assigned from the attached bid tabulation will be at the City's discretion.

2. DETAILED SCOPE OF WORK

2.1. Locate the Valve

The City will provide the awarded contractor a GIS-exported file geodatabase of the City's most current water distribution maps for the project area. The contractor will locate all water distribution valves using the following guidelines:

- The contractor will search for all valves visually using the City's provided geodata visualized alongside a real-time visualization of the service-provider's location in relation to a valve.
- The contractor will search for water valves shown on maps, but not identified by visual inspection, using a magnetic locator, probing rods and other tools.
- If the valve cannot be located after searching for fifteen minutes, the valve will be labeled "cannot locate" and documented as a work order.

2.2. Identify the Valve

Each valve will be given a unique identifier provided by the City to the contractor which will serve as an independent identifier for a specific asset which can be used to link to additional internal systems and processes.

2.3. Access the Valve

The valve cover shall be removed by the contractor in order to access the valve. Broken valve covers shall be documented as a work order.

2.4. Clean out Valve Box/Vault

The contractor will vacuum out debris or pump out water from the valve box/vault in order to allow access to the valve operating nut or wheels. In every case, the operating nut must be exposed and clearly visible (not under water or debris) when the valve is exercised. In order to provide this service, the contractor must provide a means to vacuum and pump with each work crew.

2.5. Inspection

The contractor will execute a visual inspection of the valve and valve box/vault. This inspection will be conducted from street level and is intended to discover discrepancies that are readily visible from above ground. The specific inspection information to be documented is noted in the documentation section.

2.6. Valve Exercising

The contractor will exercise each valve a minimum of two full cycles. (Exercise is defined as a full cycle, for valves that are normally open from open position to closed position to open position again.) All valves will be exercised with the minimum torque required so as to minimize the possibility of damaging the valve. Specific valve exercising guidelines are noted below:

- Prior to any valve exercise in the distribution system, the contractor shall identify fire hydrants which shall be used to flush suspended sediment as a result of the valve operation. Hydrant connections shall be fully opened and flow regulated by a minimum 2" ball valve with sufficient hose to drain to a curblin.
- All 4" and smaller gate valves will be exercised manually (one person utilizing a hand key).
- 6" to 12" gate valves will be exercised manually or with an electric or hydraulic valve exerciser with torque control and automated turn counter.
- Gate valves equal to or larger than 16" will be exercised with a hydraulic operated, microprocessor controlled, torque controlled maximum torque of at least 1,500 ft-lbs valve exerciser, which has the capacity to record and download operating information, torque and turns data on the individual valve.
- Data are to be collected in the field digitally utilizing a handheld mobile device or laptop.
- Contractor will immediately notify the City of any valves found closed or broken, or if any unsafe conditions are observed. This notification does not preclude creation of a work order, but will serve as a notification that they system may need immediate attention.
- Prior to any valve operations, the Contractor shall provide detailed, written valve exercising processes that will be used by its operating crews that will include torque limits for every valve type and size anticipated in the scope of this program.
- If the valve fails to cycle at the torque limit, the exercise process will stop immediately. Additional torque may be applied to the valve, as directed by the City (with input from the contractor until the valve turns or the operation is suspended again at a higher torque).
- Bypass valves, if present, will be exercised first. If the bypass valve does not operate, the main valve will be exercised to a $\frac{3}{4}$ shut position in order to insure it does not become hydraulically locked in the closed position.

2.7. System Valve Marking

System valve lid covers will be marked, as the inspection and exercising process is completed, circled with blue marking paint and a white dot in the center to distinguish from other markouts. The mark is intended to provide field evidence of work completed at an individual valve.

2.8. GPS Mapping – System Valves

All the water distribution valves encountered in this contract are to be GPS mapped with equipment capable of producing consistent sub-foot point coordinates and the data delivered in a spatially accurate file compatible with the City's existing enterprise system software (ESRI, inc GIS). Coordinate data shall be field collected with mapping grade GPS readings and subsequently differentially corrected via post-processing, if necessary. The Consultant shall further refine positions through filtering and inspection to eliminate noise, problematic satellite geometry and multi-path degradation. Point valve features shall be collected at an epoch of 1 second with a minimum occupation of 30 seconds. Specific parameters include:

- Elevation mask: 15 degrees above the horizon
- Coordinate system: Delaware State Plane Feet - NAD83
- Satellites: ≥ 5
- Minimum number of raw positions collected: 30

In the event of obstructions - where a clear GPS position cannot be captured - crews will collect a provisional location which will be algorithmically selected in post-processing for one re-collection attempt.

At a minimum, and in addition to the database attribute requirements, the following coordinate data items shall be generated as a result of this process.

Correction Status

- PDOP
- HDOP
- Date Recorded
- Time Recorded
- Total Positions
- Filtered Positions
- GPS epoch reference information
- Horizontal Precision
- Vertical Precision
- Standard Deviation
- .cor File Name
- X-coordinate
- Y-coordinate

2.9. GPS Differential Post-processing

Differential Post-processing of raw field collection data must be performed to achieve the desired positional accuracy described above. A minimum of (4) qualified GPS Base stations, within 100Km and as equally dispersed around the project site, must be identified, utilized and recorded in the GIS Meta-data.

2.10. Data Attribution – Valves

Attribute data will be collected on each distribution valve and will be agreed upon with the City in advance of work startup. Data documentation will include, at a minimum:

Physical data:

- Unique identification number
- Valve size
- Type of valve
- Use of valve
- Valve structure
- Depth of valve operating nut
- Date of operation
- Number of turns
- Close direction
- Torque data
- Boolean indicating whether vacuumed/pumped
- Valve discrepancies (by category and details)
- Box/vault discrepancies (by category and details)
- Other value-added attribute items as agreed
- Valve operating status (by category and details)

Location data - Mapping grade GPS coordinate data parameters as noted in the GPS mapping section.

Discrepancies - Details on discrepancies so that a work order (as described above) can be concisely created.

2.11. Deliverable Database – Valve Inventory Feature Class

The contractor will provide applicable valve data in a spatially accurate format compliant with the City's existing data structure in a format that will fully integrate into ESRI systems.

Before field operations commence, a meeting to be attended by the contractor and the City will be held to reach alignment on specific data schemas to be employed. It is at this juncture that the contractor and the City will reach agreement on which specific features will be collected, the format this feature data will conform to, and the final resting place for all collected information within the City's data infrastructure so that it can be appropriately mapped and accessed by the City staff. At a minimum, the following deliverable reports will be presented to the City:

- GIS File Geodatabase of field located valves, inspection attribution and location data.

- Annotated maps which depict the program area
- A list of recommended valve and pipe repairs
- Work orders for these repairs
- A list of recommended valve replacements
- The contractor will evaluate and analyze the results of the program and develop an evaluation report for the City. This evaluation report will include an analysis of the results of the program, findings, learning's, suggestions, and recommendations.

2.12. Deliverable Database – Valve Inspection

Valve Inspection attributes will be provided in a File Geodatabase Table to be related to the Inventory Feature Class by a Relationship Class built on a unique Feature ID. This relationship class will be built on a 1 to many basis to account for additional future inspections. The Consultant must provide an understanding of building and maintaining GIS Relationship Class objects and provide recommendations for Inspection data attributes to be collected.

2.13. Deliverable Database – GPS Location Data

Locational data, including GPS related attributes and coordinate data is to be delivered in a related GIS Object Table. This data is to be related using a GIS Relationship Class using a 1 to 1 relationship using the unique Feature ID. No orphaned records will be accepted. The Consultant must provide an understanding of building and maintaining GIS Relationship Class objects

2.14. Work Order Data – Valve

The consultant will create a report for all required repairs that are needed in order to bring the valves in the system up to 100% operability. These reports will be captured and managed in a database to be created by the contractor. Reports will note the operability problem of the valve and the repair activity required to return the valve to full operability. The report will contain, at a minimum, the following information:

- Valve ID
- Map number
- Size of valve
- Type of valve
- Specific valve discrepancy (by category and details)
- Specific repair activity required to return the valve to full operability

The contractor will complete and provide Meta-Data built on the ESRI platform, for delivered GIS product. This Meta-Data will include, but is not limited to:

- Complete provider contact information

- a detailed citation describing field data collection practices,
- equipment settings,
- post processing procedures,
- base stations used for differential correction
- Spatial coordinate reference
- and expected accuracy

2.15. Coordination with the Owner

The contractor shall coordinate all activities with the City including but not limited to traffic control, requests for system shut downs, fire hydrant use and inspections. The contractor shall provide the City with reasonable time to respond to requests for information and for coordination.

2.16. Working Hours

Normal working hours are 7:00 am to 4:00 pm Monday through Friday. Allowable working hours are from 7:00 a.m. to 9:00 p.m. Monday through Saturday, and 9:00 a.m. to 9 p.m. on Sunday when written authorization has been granted from the Owner. The Contractor is not permitted to work on City recognized holidays

Contractor shall notify the Owner forty-eight (48) hours in advance of their intent of working outside of normal working hours.

2.17. Protection to Public and Property

- A. The contractor shall insure protective measures to the general public and to occupants of property along and adjacent to the work area.
- B. The contractor is responsible for any and all damage or injury of any kind which directly or indirectly may be done to any property or sustained by any persons during the execution of the work.
- C. If any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect or misconduct in the execution of the work, the contractor shall restore at his own expense such property to a condition similar or equal to that existing before such damage or injury was done by repairing, rebuilding or otherwise restoring as may be directed, or he shall make good such damage or injury in an acceptable manner.

2.18. Safety Precautions

- A. The Contractor shall execute work under this contract with the utmost concern for the safety of the general public. All areas worked upon and subject to travel by the

public shall be identified with the proper warning indicators and signs during the working period. Upon completion of the contract or when such areas are reopened to public travel, they shall be rendered in a safe condition using either temporary or permanent repair material as the case may be. No private driveway shall be blocked or closed without the property owner being notified prior to construction.

- B. Streets, roads and driveways used by the contractor for access to and from the work site shall be protected from damage in excess of that caused by the normal traffic of vehicles used for or in connection with construction work. Any such damage done shall be repaired immediately and left in good condition at the end of the construction period and shall be repaired at the contractor's expense.

2.19. Right-of-Way

All operations shall be confined to the assigned work area. The City will provide no right-of-way over other properties. The contractor shall take every precaution to minimize the inconvenience to the owners or tenants of adjacent property. Public roads shall not be obstructed in such a way as to cut off traffic. The contractor shall, at his own expense, repair any damage or injury to either public or private property during the progress of the work.

2.20. Traffic Control and Road Signs

- A. State Maintained Roads:
The contractor shall be responsible for traffic control for the duration of the project and shall coordinate traffic control plans and obtain necessary permits from DELDOT for work on or near state-owned roads. The contractor shall be responsible for removal and re-installation of all signs in the work area. Signs necessary for the safe movement of traffic shall be maintained in operation during construction. Any other signs shall be properly stored by the Contractor, who shall be responsible for them. All signage shall comply with the current Delaware Manual on Uniform Traffic Control Devices (MUTCD).
- B. City Maintained Roads:
The contractor shall be responsible for traffic control for the duration of the project and shall coordinate traffic control plans and obtain necessary permits from the City for work on or near city-owned roads. The contractor shall be responsible for removal and re-installation of all signs in the work area. Signs necessary for the safe movement of traffic shall be maintained in operation during construction. Any other signs shall be properly stored by the Contractor, who shall be responsible for them. All signage shall comply with the current Delaware Manual on Uniform Traffic Control Devices (MUTCD).
- C. The Contractor shall provide notice to the City ten (10) calendar days in advance of

any planned road or entrance closure. All closures shall be at the discretion of the City.

2.21. Excavated Material

It shall be the responsibility of the contractor to properly dispose of all excavated or vacuumed material at an approved location. The cost of this disposal and necessary permits shall be borne by the contractor.

2.22. System Valve Count

A. The table below details the approximate size and count of the valves to be considered for this contract.

Valve Size (Inches)	Count	Est. % of Total
Unknown	202	7%
4	100	3%
6	1557	52%
8	740	25%
10	116	4%
12	259	9%
14	6	0%
16	20	1%
Total	3000	100%

CITY OF NEWARK
Delaware

CONTRACT NO. 21-03

WATER VALVE OPERATION, IMPROVEMENT, AND INFORMATION MANAGEMENT PROGRAM

PROPOSAL

To: The Mayor and City Council
Newark, Delaware

From: _____

The undersigned as a lawfully authorized agent for the below named bidder has carefully examined the Bid Documents to be known as Contract No. 21-03 and binds himself on award to him by the Mayor and City Council of Newark, Delaware to execute in accordance with such award, a contract of which this Proposal and said General Provisions and Specifications and any Addenda shall be a part, and to furnish the goods as specified F.O.B. Newark, Delaware in a manner that is in complete accordance with said General Provisions and Specifications at the following named unit price on or before the delivery period stated below:

CITY OF NEWARK
Delaware

CONTRACT NO. 21-03

WATER VALVE OPERATION, IMPROVEMENT, AND INFORMATION MANAGEMENT PROGRAM

Bid Tabulation

YEAR 1 (2021)					
BID ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
1	Water Valve Operation, Improvement, and Information Management Program	E.A.	1,000		
YEAR 2 (2022)					
BID ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
2	Water Valve Operation, Improvement, and Information Management Program	E.A.	1,000		
YEAR 3 (2023)					
BID ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL
3	Water Valve Operation, Improvement, and Information Management Program	E.A.	1,000		
				<u>TOTAL BID</u>	\$

CITY OF NEWARK
Delaware

CONTRACT NO. 21-03

WATER VALVE OPERATION, IMPROVEMENT, AND INFORMATION MANAGEMENT PROGRAM

PROPOSAL

Project to be Completed by _____

DATE: _____ BIDDER: _____

By: _____
Legally authorized representative

PRINT NAME: _____

TITLE: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE: _____

CITY OF NEWARK
Delaware

CONTRACT NO. 21-03

WATER VALVE OPERATION, IMPROVEMENT, AND INFORMATION MANAGEMENT PROGRAM

BOND TO ACCOMPANY PROPOSAL

(Not Necessary if Certified or Cashier's Check is Used)

KNOW ALL MEN BY THESE PRESENTS THAT _____ of _____
_____ in the County of _____ and State of _____
_____ Principal, and _____ of _____
_____ as surety, legally authorized to do business in the
State of Delaware, are held and firmly bound unto the City of Newark in the sum of _____
_____ Dollars, to be paid to said City of Newark for use and benefit
of the Mayor and Council of Newark, for which payment well and truly to be made, we do bind
ourselves, our and each of our heirs, executors, administrators and successors, jointly and
severally, for and in the whole, firmly by these presents. Sealed with our seals, dated the ____ day
of _____ in the year of our Lord, two thousand and seventeen (2019).

NOW THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the above bound principal _____
_____ who has submitted to said
City of Newark, a certain proposal to enter into a certain Contract No. 21-03, WATER VALVE
OPERATION, IMPROVEMENT, AND INFORMATION MANAGEMENT PROGRAM, shall be awarded
said Contract, and if said _____
shall well and truly enter into and execute said contract and furnish therewith such surety bond

or bonds as may be required by the terms of said contract and approved by said City of Newark, said contract, and said bond to be entered into within fourteen (14) days after the date of official notice of award thereof in accordance with the terms of said proposal, then this obligation to be void, otherwise shall remain in full force and virtue.

SIGNED AND SEALED IN
THE PRESENCE OF
WITNESS:

SIGNED: _____(SEAL)

BY: _____(SEAL)

SIGNED: _____(SEAL)

BY: _____(SEAL)